

Attachment 2

Contract No. _____

**AGREEMENT FOR LEGAL SERVICES BETWEEN
THE COUNTY OF SANTA CRUZ AND THE SANTA CRUZ
COUNTY REGIONAL TRANSPORTATION COMMISSION**

THIS CONTRACT is entered into this first day of July 2006, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called RTC, and the COUNTY OF SANTA CRUZ, hereinafter called the CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: Provide legal advice and representation for the RTC.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, RTC agrees to pay CONTRACTOR as follows: Payment of \$177 per hour for attorney time plus any necessary expenses on receipt of invoice, and approval by the Executive Director of the RTC.

3. **TERM.** This agreement shall continue until terminated by either party in accordance with the provisions of Paragraph 4.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

6. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and RTC have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of RTC. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. RTC agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than RTC has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, RTC may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the RTC supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by

the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of RTC; (i) CONTRACTOR and RTC believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The RTC conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

7. **NONASSIGNMENT.** CONTRACTOR shall not assign the Agreement without the prior written consent of the RTC.

8. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by RTC, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

9. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

COUNTY OF SANTA CRUZ

DANA MCRAE, COUNTY COUNSEL

Dated: _____

**SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION**

GEORGE DONDERO, EXECUTIVE DIRECTOR

Dated: _____